

**JURATS, CERTIFICATES
SAMPLE BONDS & AGREEMENTS
SECTION 2-600**

2-600 Jurats, Certificates, Sample Bonds, Sample Agreements;

2-601 All Subdivision Maps

2-601.1 Owners' Certificate

(1) General Format

WE HEREBY CERTIFY THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LAND EMBRACED WITHIN THIS SUBDIVISION, TO BE KNOWN AS CHULA VISTA TRACT NO. _____ (CVT) (Subdivision Name) _____ AND WE HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP, CONSISTING OF _____ SHEETS AND DESCRIBED IN THE CAPTION THEREOF.

(2) Condominium Projects Add

THIS IS A CONDOMINIUM PROJECT AS DEFINED IN SECTION 1351 OF THE CIVIL CODE OF THE STATE OF CALIFORNIA CONTAINING A MAXIMUM OF _____ RESIDENTIAL UNITS AND IS FILED PURSUANT TO THE SUBDIVISION MAP ACT.

(3) Granting Public Streets Add

WE HEREBY DEDICATE FOR PUBLIC USE _____ (List Streets And Portions of Streets by Name) ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION.

(4) Granting An Irrevocable Fee Interest

WE HEREBY OFFER TO DEDICATE AN IRREVOCABLE FEE INTEREST TO THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, IN LOTS <list lots> FOR OPEN SPACE AND OTHER PUBLIC PURPOSES AND LOTS <list lots> FOR PUBLIC PARK PURPOSES, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION.

(Note: Separate "Irrevocable Fee Interest" document must be acknowledged by the City Clerk concurrent with the approval of the final map for each Lot irrevocably offered in fee to the City. Said "Irrevocable Offer of Dedication of Fee Interest" must be recorded concurrently with recording of the final map)

* See Offers of Dedication – Acceptance and Rejection Table, Section 2-605.4

(5) Granting Street Tree Easement

WE HEREBY GRANT TO THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, THE 5.5 FOOT TREE PLANTING AND MAINTENANCE EASEMENT, WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE CONSTRUCTION AND MAINTENANCE OF STREET PLANTING ALONG (List Streets) AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION.

(6) Granting Storm Drain Easement Add

WE HEREBY GRANT TO THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, THE (Width) DRAINAGE EASEMENT WITH THE RIGHTS OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC DRAINAGE FACILITIES AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION

(7) Granting Sewer Easement Add

WE HEREBY GRANT TO THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, THE (Width) SEWER EASEMENT WITH THE RIGHTS OF INGRESS AND EGRESS FOR CONSTRUCTION AND MAINTENANCE OF PUBLIC SEWER FACILITIES AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION

(8) Granting General Access Easement

WE HEREBY GRANT TO THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, THE GENERAL ACCESS EASEMENT AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION.

(9) Reserving Underlying Continued Use (Add after all easements)

RESERVING HOWEVER, TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENTS HEREIN GRANTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY, SUBJECT HOWEVER TO THE FOLLOWING CONDITIONS: THE ERECTING OF BUILDINGS, MASONRY WALLS, MASONRY FENCES AND OTHER STRUCTURES; PLANTING OR GROWING OF TREES OR SHRUBS; INSTALLATION OF PRIVATELY OWNED PIPELINES; OR CHANGING THE SURFACE GRADE SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF CHULA VISTA. (If the street tree planting easement is the only easement, then verbiage related to planting trees or shrubs and installation of privately owned pipelines may be deleted.)

(10) Granting Water Easements. Add certificate or language granting and accepting easement as required by subject water utility.

a) Grant

WE HEREBY GRANT TO THE OTAY MUNICIPAL WATER DISTRICT _____ WATER EASEMENT AS SHOWN ON THIS MAP.

b) Acceptance

THIS IS TO CERTIFY THAT THE EASEMENT GRANTED ON THIS MAP TO OTAY WATER DISTRICT, A POLITICAL CORPORATION AND/OR GOVERNMENTAL AGENCY, IS HEREBY ACCEPTED BY ORDER OF THE BOARD OF DIRECTORS, PURSUANT TO THE AUTHORITY CONFERRED BY RESOLUTION NO. 1829, ADOPTED FEBRUARY 23, 1981, AND THE GRANTEE CONSENTS TO THE RECORDATION THEREOF BY ITS DULY AUTHORIZED OFFICER.

OTAY WATER DISTRICT

(Name) GENERAL MANAGER

2-601.2 Signature Omission Statement

THE SIGNATURES OF THE FOLLOWING PARTIES HAVE BEEN OMITTED UNDER THE PROVISIONS OF SECTION 66436, SUBSECTION (a) (3) (A) (i) OF THE SUBDIVISION MAP ACT, THEIR INTEREST IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE NOT REQUIRED BY THE GOVERNING BODY: (List Holder and Recording Information for Each Easement)

2-601.3 Assessment District Certificate

A. I AM THE CLERK OF THE LEGISLATIVE BODY OF THE CITY OF CHULA VISTA, WHICH CREATED THAT CERTAIN SPECIAL ASSESSMENT DISTRICT KNOWN AND DESIGNATED AS ASSESSMENT DISTRICT NO. _____ (List Assessment Districts Separately) _____

B. THE LAND WHICH IS TO BE SUBDIVIDED UPON THE RECORDATION OF THE WITHIN MAP IS SUBJECT TO A SPECIAL ASSESSMENT FOR PAYMENT OF A BOND OF SAID ASSESSMENT DISTRICT, WHICH ASSESSMENT HAS NOT BEEN PAID IN FULL OR SECURED PURSUANT TO GOVERNMENT CODE SECTION 66493(c).

C. SAID LEGISLATIVE BODY HAS DETERMINED THAT PROVISION HAS BEEN MADE FOR THE SEGREGATION OF RESPONSIBILITY OF EACH OF THE PROPOSED NEW PARCELS OR A PORTION OF THE ASSESSMENT PAYMENT OBLIGATION IN THE MANNER PROVIDED IN THE STATUTES PURSUANT TO WHICH THE ASSESSMENTS WERE LEVIED OR TO WHICH THE BONDS WERE SECURED.

DATE _____

NAME, (See Section 5-300) CLERK OF THE LEGISLATIVE BODY OF THE CITY OF CHULA VISTA,
STATE OF CALIFORNIA

2-601.4 Abandonment of Public Easement Certificate

A. I AM THE CLERK OF THE LEGISLATIVE BODY OF THE CITY OF CHULA VISTA, HOLDER OF THAT CERTAIN EASEMENT FOR (Purpose & Details of Easement) FILED IN THE OFFICE OF THE COUNTY RECORDER OF SAN DIEGO COUNTY ON _____, AS FILE NO. _____.

B. SAID EASEMENT(S) ARE UPON, OVER AND ACROSS LAND WHICH IS TO BE MERGED AND RE-SUBDIVIDED UPON THE RECORDATION OF THE WITHIN MAP AND MAY BE ABANDONED.

C. SAID LEGISLATIVE BODY HAS DETERMINED THAT SAID EASEMENT IS NO LONGER NECESSARY FOR THE PURPOSES STATED AND HEREBY CERTIFIES ABANDONMENT OF SAID EASEMENT PURSUANT TO THE SUBDIVISION MAP ACT SECTION 66499.20½ .

NAME, (See Section 5-300) CLERK OF THE LEGISLATIVE BODY OF THE CITY OF CHULA VISTA,
CALIFORNIA

2-601.5 County Board of Supervisors Certificate; (as below or as required by the County Board of Supervisors)

I, NAME, (See Section 5-300), CLERK OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SAN DIEGO, HEREBY CERTIFY THAT THE PROVISIONS OF THE SUBDIVISION MAP ACT (DIVISION 2 OF TITLE 7 OF GOVERNMENT CODE) REGARDING (A) DEPOSITS FOR TAXES AND (B) CERTIFICATION OF THE ABSENCE OF LIENS FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS COLLECTED AS TAXES, EXCEPT THOSE NOT YET PAYABLE, HAVE BEEN COMPLIED WITH.

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NAME, (See Section 5-300)

BY: _____ DATE: _____
DEPUTY

2-601.6 County Recorder's Certificate; (as follows or as required by the County Recorder's Office)

FILE NO. _____

I, NAME, (See Section 5-300, RECORDER OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA, HEREBY CERTIFY THAT I ACCEPTED FOR RECORDATION THIS MAP FILED AT THE REQUEST OF _____ THIS _____ DAY OF _____ 200__, AT _____ O' CLOCK __M.

NAME, (See Section 5-300)
COUNTY RECORDER

BY: _____
DEPUTY

FEE: \$8.00 (FIRST SHEET; EACH ADDITIONAL SHEET \$2.00)

MF: \$1.00

2-601.7 Signature Jurats; (as follows or as required by State of California)

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO)

ON _____, 200__, BEFORE ME, _____, A NOTARY PUBLIC, PERSONALLY APPEARED _____ PERSONALLY KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON(S) WHOSE NAME(S) ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO BE THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES, AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT, THE PERSONS, OR ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND:

SIGNATURE: _____

PRINT NAME: _____

A NOTARY PUBLIC IN AND FOR SAID STATE

PRINCIPAL PLACE OF BUSINESS IS COUNTY OF _____

MY COMMISSION EXPIRES: _____

2-602 Major Subdivision Maps

2-602.1 City Clerk's Certificate

(1) General

STATE OF CALIFORNIA)
COUNTY OF SAN DIEGO) SS.

I, *NAME*, (See Section 5-300), CITY CLERK OF THE CITY OF CHULA VISTA, CALIFORNIA, HEREBY CERTIFY THAT, BY RESOLUTION NO. _____ THE COUNCIL OF SAID CITY HAS APPROVED THIS MAP OF CHULA VISTA TRACT NO. (Tract No. & Subdivision Name) CONSISTING OF ____ SHEETS AND DESCRIBED IN THE CAPTION THEREOF:

(Enter acceptance/rejection text as follows, as necessary)

IN WITNESS THEREOF, SAID COUNCIL HAS CAUSED THESE PRESENTS TO BE EXECUTED BY THE CITY CLERK AND ATTESTED BY ITS SEAL THIS _____ DAY OF _____, 200__.

(Leave Minimum 2½ " Square

For City Clerk Seal)

NAME, (See Section 5-300), CITY CLERK

(2) Acceptance Language

a) For Public Street Dedication, Add:

AND HAS ACCEPTED ON BEHALF OF THE PUBLIC _____ (list Street Names)

b) To Dedicate Open Space with 10' Utility Easement Add:

AND HAS ACCEPTED ON BEHALF OF THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, LOT _____ FOR OPEN SPACE AND OTHER PUBLIC PURPOSES, INCLUDING A 10 FOOT GENERAL UTILITY EASEMENT WITHIN SAID LOT, FOR INSTALLATION AND MAINTENANCE OF PUBLIC UTILITIES, NOTING THAT USE OF SAID EASEMENT BY OTHERS IS SUBJECT TO WRITTEN PERMISSION AND ISSUANCE OF AN ENCROACHMENT PERMIT FROM THE CITY OF CHULA VISTA, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION.

c) For Easement Dedication, Add:

AND HAS ACCEPTED ON BEHALF OF THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, A _____ (Insert Description of Easement as in Dedication Language), RESERVING HOWEVER TO THE OWNER OF THE FEE UNDERLYING ANY EASEMENT HEREIN GRANTED THE CONTINUED USE OF THE SURFACE OF SAID REAL PROPERTY; SUBJECT, HOWEVER TO THE FOLLOWING CONDITIONS: THE ERECTING OF BUILDINGS; MASONRY FENCES AND OTHER STRUCTURES; OR THE PLANTING OR GROWING OF TREES OR SHRUBS; OR CHANGE THE SURFACE GRADE; OR THE INSTALLATION OF PRIVATELY OWNED PIPE LINES SHALL BE PROHIBITED UNLESS WRITTEN PERMISSION IS FIRST OBTAINED FROM THE CITY OF CHULA VISTA, ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION. (If street tree planting easement is the only easement, then delete verbiage related to planting trees or shrubs and installation of privately owned pipelines)

(3) Rejection Language

AND HAS REJECTED ON BEHALF OF THE CITY OF CHULA VISTA, A MUNICIPAL CORPORATION, (INSERT DEDICATION LANGUAGE FOR EASEMENT) NOTING THAT SECTION 66477.2 OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA PROVIDES THAT AN OFFER OF DEDICATION SHALL REMAIN OPEN AND SUBJECT TO FUTURE ACCEPTANCE BY THE CITY.

2-602.2 County Tax Collector's Certificate;

WE, COUNTY TREASURER-TAX COLLECTOR OF THE COUNTY OF SAN DIEGO, STATE OF CALIFORNIA AND DIRECTOR OF THE DEPARTMENT OF PUBLIC WORKS OF SAID COUNTY, HEREBY CERTIFY THAT THERE ARE NO UNPAID SPECIAL ASSESSMENTS OR BONDS WHICH MAY BE PAID IN FULL, SHOWN BY THE BOOKS OF OUR OFFICES, AGAINST THE TRACT OR SUBDIVISION OR ANY PART THEREOF SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF.

NAME, (See Section 5-300) BY: _____
COUNTY TREASURER- DEPUTY
TAX COLLECTOR DATED: _____

NAME, (See Section 5-300) BY: _____
DIRECTOR OF DEPUTY
PUBLIC WORKS DATED: _____

2-602.3 Engineers/Surveyors Statement

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF (NAME OF PERSON AUTHORIZING MAP) ON (DATE). MONUMENTS OF THE CHARACTER INDICATED HAVE BEEN SET OR FOUND AS SHOWN; I WILL SET ALL OTHER MONUMENTS OF THE CHARACTER AND POSITION INDICATED BY LEGEND ON THIS MAP WITHIN 30 DAYS AFTER THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THIS CITY OF CHULA VISTA; AND THAT SUCH MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN. (SEE LEGEND AND NOTES ON SHEET ____)

(Leave Room for Surveyors
Stamp)

(Signed) _____ DATE: _____
R.C.E. (or L.S.) No. _____ EXPIRES: _____

2-602.4 Deputy City Manager's Certificate

I, NAME, (See Section 5-300), DEPUTY CITY MANAGER OF THE CITY OF CHULA VISTA, CALIFORNIA, CERTIFY THAT THERE ARE NO LIENS FOR UNPAID CITY TAXES OR UNPAID BONDS ISSUED UNDER ANY IMPROVEMENT ACT OR IMPROVEMENT BOND ACT OF THE STATE OF CALIFORNIA, AS SHOWN BY THE BOOKS OF THIS OFFICE, EXCEPT TAXES NOT YET PAYABLE AGAINST THIS SUBDIVISION, OR ANY PART THEREOF, SHOWN ON THE ANNEXED MAP AND DESCRIBED IN THE CAPTION THEREOF.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY HAND THIS ____ DAY OF _____, 200__.

NAME, (See Section 5-300), DEPUTY CITY MANAGER

2-602.5 City Engineer/Planning Director's Certificate

WE THE UNDERSIGNED, HEREBY CERTIFY THAT WE HAVE EXAMINED THE ANNEXED MAP AND FIND IT TO BE SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATION THEREOF, THAT THE PROVISIONS OF THE STATE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES OF THE CITY OF CHULA VISTA, APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP, HAVE BEEN COMPLIED WITH, THAT THE MAP IS TECHNICALLY CORRECT, AND THAT WE HAVE EXAMINED EACH LOT OF THE SUBJECT SUBDIVISION AS TO ITS VALUE FOR RESIDENTIAL OR COMMERCIAL PURPOSES AND WE FIND SAID SUBDIVISION SUITABLE FOR SUCH PURPOSES.

(Leave Minimum 2" Square
For City Engineer's Seal)

NAME, (See Section 5-300), CITY ENGINEER
RCE EXP. (See Section 5-300)

DATE

NAME, (See Section 5-300), CITY PLANNING DIRECTOR

DATE

APPROVED AS TO FORM:

NAME, (See Section 5-300), CITY ATTORNEY

DATE

2-603 Minor Subdivision Maps;

2-603.1 City Clerk Certificate (Parcel Maps) - Dedication Acceptance/Rejection

THIS IS TO CERTIFY THAT (Dedication/rejection Language See Major Subdivision Maps) ALL AS SHOWN ON THIS MAP WITHIN THIS SUBDIVISION AND CONVEYED HEREON TO THE CITY OF CHULA VISTA, ARE HEREBY ACCEPTED ON BEHALF OF THE CITY COUNCIL PURSUANT TO AUTHORITY CONFERRED BY RESOLUTION 15645 OF THE CHULA VISTA CITY COUNCIL ADOPTED ON JUNE 5, 1990.

NAME, (Section 5-300), CLERK OF THE
LEGISLATIVE BODY OF THE CITY OF
CHULA VISTA, STATE OF CALIFORNIA

DATED: _____

2-603.2 City Engineer's Certificate

I HEREBY CERTIFY THAT I HAVE EXAMINED THE ANNEXED MAP AND HAVE FOUND THAT THE SUBDIVISION AS SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE TENTATIVE MAP, IF REQUIRED, AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL THE PROVISIONS OF THE SUBDIVISION MAP ACT OF THE STATE OF CALIFORNIA, AS AMENDED AND ANY LOCAL ORDINANCE OF THE CITY OF CHULA VISTA APPLICABLE AT THE TIME OF THE APPROVAL OF THE TENTATIVE MAP,

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IF REQUIRED, HAVE BEEN COMPLIED WITH, AND THAT THIS MAP IS TECHNICALLY CORRECT.

(Leave Min. 2" Square
For City Engineer's Seal)

NAME, (See Section 5-300), CITY ENGINEER
RCE _____, EXP _____ (See Section 5-300)

DATED

2-603.3 Engineers/Surveyors Statement

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION (AND WAS COMPILED FROM RECORD DATA) (AND IS BASED UPON A FIELD SURVEY) IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF (NAME OF PERSON AUTHORIZING MAP) ON (DATE). I HEREBY STATE THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE APPROVED OR CONDITIONALLY APPROVED TENTATIVE MAP, IF ANY, AND THAT ALL MONUMENTS ARE OF THE CHARACTER INDICATED AND OCCUPY THE POSITIONS SHOWN, AND SUCH MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; ([IF DELAYED MONUMENTS] THAT I WILL SET ALL OTHER MONUMENTS INDICATED BY LEGEND ON THIS MAP WITHIN 30 DAYS AFTER THE COMPLETION OF THE REQUIRED IMPROVEMENTS AND THEIR ACCEPTANCE BY THE CITY OF CHULA VISTA.). (SEE LEGEND NOTES ON SHEET ____).

(Leave Sufficient Space
For Surveyor's Stamp)

(Signed) _____ DATE: _____
R.C.E. (or L.S.) No. _____ EXPIRES _____

2-603.4 Improvement Certificate

THE FOLLOWING IMPROVEMENTS AS REQUIRED BY THE NOTICE OF APPROVAL OF THE TENTATIVE PARCEL MAP SHALL BE GUARANTEED PRIOR TO THE ISSUANCE OF ANY BUILDING PERMITS OR OTHER GRANT OF APPROVAL FOR THE DEVELOPMENT OF ANY PARCEL CREATED BY THIS MAP AS NOTED. THE OWNER SHALL BE RESPONSIBLE FOR THE FOLLOWING:

(List Required Improvements Separately)

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Section 2-604 Sample Survey Bond - Note: For current bond form see: [www .ci.chula-vista.ca.us](http://www.ci.chula-vista.ca.us)

SURVEY MONUMENT INSTALLATION BOND

File No.: _____
Bond No.: _____
Premium: _____

LET IT BE KNOWN BY THESE PRESENT, that _____
_____ as the subdivider (hereinafter
"Principal"), and _____, a
corporation of the State of _____ (hereinafter "Surety"), are held and firmly
bound unto the City of Chula Vista, a municipal corporation (hereinafter "City"), in the County of San
Diego, State of California, and to and for the benefit of any and all persons who may suffer damage by
reason of the breach of the conditions hereof, in the penal sum of _____
_____ dollars (\$_____) lawful money of the
United States, to be paid to City.

WHEREAS, Principal is presently engaged in subdividing certain lands to be known as

_____ subdivision in the City of Chula Vista; and,

WHEREAS, Principal and City have entered into a Subdivision Improvement Agreement
approved by City Council Resolution No. _____ (hereinafter referred to as
"Agreement") whereby Principal agrees to install durable survey monuments for said subdivision,
which said Agreement, dated _____, 20_____, and identified as project

_____, is hereby referred to and made a part hereof; and,

WHEREAS, Principal desires to not install durable survey monuments prior to the recordation
of the final map of the subdivision and desires to install same at a later date,

NOW, THEREFORE, the condition of the above obligation is that if Principal shall have
installed durable monuments of the survey by _____

(Name of Licensed Civil Engineer or Land Surveyor)

in accordance with the final map of said subdivision, a copy of which said map is hereby made and
same is incorporated herein as though set forth in full, and according to the ordinances of the City of
Chula Vista in full force and effect at the time of the giving of this bond, on or before the expiration of

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thirty (30) consecutive days following completion and acceptance of public improvements within said subdivision as specified in said Agreement, then the obligation shall be void, otherwise to be and remain in full force and effect.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on _____, 20_____.

Name of Principal (Applicant)

Name of Surety Company

By _____

By _____

By _____

Address of Surety Company

Bond/Policy No.

City

State

Zip Code

ABOVE SIGNATORIES MUST BE NOTARIZED

APPROVED AS TO FORM:

City Attorney

DEVELOPMENT PROJECT PROCESSING AGREEMENT

Applicant's Name: _____

Phone: _____

Applicant's Address: _____

Project Type: _____

Agreement Date: _____ Deposit Amount: \$ _____ Receipt No.: _____

Deposit Account No.: _____ Project Account No.: _____

This agreement ("Agreement") between the City of Chula Vista, a chartered municipal corporation ("City") and the forenamed applicant for a Development Project ("Applicant"), effective as of the Agreement Date set forth above, is made with reference to the following facts:

WHEREAS, Applicant has made application to City for review of a Tentative Map, Subdivision Map, or a certain type of permit of the type aforementioned ("Project"), which City has required to be obtained as a condition of permitting Applicant to develop a parcel of property; and,

WHEREAS, City will incur expenses in order to process said Project through the various departments and before the various boards and commissions of the City ("Processing Services"); and,

WHEREAS, the purpose of this Agreement is to reimburse City for all expenses it will incur in connection with providing the Processing Services;

NOW THEREFORE, the parties do hereby agree, in exchange for the mutual promises herein contained, as follows:

I. **Applicant's Duty to Pay:** Applicant shall pay all of City's expenses incurred in providing Processing Services related to Applicant's Project, including all of City's direct and overhead costs related thereto. This duty of Applicant shall be referred to herein as "Applicant's Duty to Pay".

A. **Applicant's Deposit Duty:** As partial performance of Applicant's Duty to Pay, Applicant shall deposit the amount aforementioned ("Deposit").

1. City shall charge its lawful expenses incurred in providing Processing Services against Applicant's Deposit. If, after the conclusion of processing Applicant's Project, and portion of the Deposit remains, City shall return said balance to Applicant without interest thereon. If, during the processing of Applicant's Project, the amount of the deposit becomes exhausted, or is imminently likely to become exhausted in the opinion of the City, upon notice of same by City, Applicant shall forthwith provide such additional deposit as City shall calculate as reasonably necessary to continue to provide Processing Services. The duty of Applicant to initially deposit and to supplement said deposit as herein required shall be known as "Applicant's Deposit Duty".

II. **City's Duty:** City shall, upon the condition that Applicant is not in breach of Applicant's Duty to Pay or Applicant's Deposit Duty, use good faith to provide Processing Services in relation to Applicant's Project application.

-
- A. City shall have no liability hereunder to Applicant for the failure to process Applicant's Project application, or for failure to process Applicant's Project within the time frame requested by Applicant or estimated by City.
 - B. By execution of this Agreement, Applicant shall have no right to the Project for which Applicant has applied. City shall use its discretion in evaluating Applicant's Project application without regard to Applicant's promise to pay for the Processing Services, or the execution of the Agreement.

III. Remedies:

- A. Suspension of Processing: In addition to all other rights and remedies which City shall otherwise have at law or equity, City has the right to suspend and/or withhold the processing of the Project which is the subject matter of this Agreement, as well as the Project which may be the subject matter of any other Project which Applicant has before the City.
- B. Civil Collection: In addition to all other rights and remedies which City shall otherwise have at law or equity, City has the right to collect all sums which are or may become due hereunder by civil action, and upon instituting litigation to collect same, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IV. Miscellaneous

- A. Notices: All notices, demands, or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands, and requests to be sent to any party shall be deemed to have been properly given or served if personally served or deposited in the United States mail, addressed to such party, postage prepaid, registered or certified, with return receipt requested, at the addresses identified adjacent to the signatures of the parties represented.
- B. Governing Law/Venue: This Agreement shall be governed by and construed in accordance with the law of the State of California. Any action arising under or relating to this Agreement shall be brought only in the federal state courts located in San Diego County, State of California, and if applicable, the City of Chula Vista, or as close thereto as possible. Venue for this Agreement, and performance hereunder, shall be the City of Chula Vista.
- C. Multiple Signatories: If there are multiple signatories to this Agreement on behalf of Applicant, each of such signatories shall be jointly and severally liable for the performance of Applicant's duties herein set forth.
- D. Signatory Authority: The signatory to this Agreement hereby warrants and represents, that to be the duly designated agent for the Applicant, and has been duly authorized by the Applicant to execute this Agreement on behalf of the Applicant. Signatory shall be personally liable for Applicant's Duty to Pay and Applicant's Deposit Duty in the event of non-authorization to execute this Agreement by the Applicant.
- E. Hold Harmless: Applicant shall defend, indemnify, and hold harmless City, its elected and appointed officers and employees, from and against all claims for damages, liability, cost, and expense (including without limitation, attorney's fees) arising out of processing Applicant's Project, except only for those claims arising from the sole negligence or sole willful conduct of the City, its officers, or employees. Applicant's indemnification shall include any and all costs, expenses, attorney's fees, and liability incurred by City, its officers, agents, or employees in defending against such claims, whether the same proceed to judgment or not. Further, Applicant, at its own

expense, shall, upon written request by City, defend any such suit or action brought against City, its officers, agents, or employees. Applicant's indemnification of City shall not be limited by any prior or subsequent declaration by Applicant.

- F. Administrative Claims Requirements and Procedures: No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may from time to time be amended, the provisions of which are incorporated by this reference as if fully set forth herein, and such policies and procedures used by City in the implementation of same. Upon request by City, Consultant shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

NOW, THEREFORE, the parties hereto, having read and understood the terms and conditions of this Agreement, do hereby express their consent to the terms hereof by setting their hand hereto on the date set forth adjacent thereto.

**CITY OF CHULA VISTA
276 FOURTH AVENUE
CHULA VISTA, CA 91910**

By: _____ Date: _____

APPLICANT

By: _____ Date: _____

By: _____ Date: _____

By: _____ Date: _____

2-605.2 Sample Subdivision Improvement Agreement
(Prepared by City Attorney)

Recording Requested by:
CITY CLERK
When Recorded, Mail to:
CITY OF CHULA VISTA
276 Fourth Avenue
Chula Vista, Ca. 91910

No transfer tax is due as this is a conveyance
to a public agency of less than a fee interest
for which no cash consideration has been paid or
received.

Declarant

SUBDIVISION IMPROVEMENT AGREEMENT

THIS AGREEMENT, made and entered into this _____ day of _____, 200____, by and
between THE CITY OF CHULA VISTA, a municipal corporation, hereinafter called "City", and

hereinafter called "Subdivider";

W I T N E S S E T H :

WHEREAS, Subdivider is about to present to the City Council of the City of Chula Vista for approval and
recordation, a final subdivision map of a proposed subdivision, to be known as _____

pursuant to the provisions of the Subdivision Map Act of the State of California, and in compliance with the
provisions of Title 18 of the Chula Vista Municipal Code relating to the filing, approval and recordation of
subdivision map; and,

WHEREAS, the Code provides that before said map is finally approved by the Council of the City of Chula
Vista, Subdivider must have either installed and completed all of the public improvements and/or land
development work required by the Code to be installed in subdivisions before final maps of subdivisions are
approved by the Council for purpose of recording in the Office of the County Recorder of San Diego County, or,
as an alternative thereto, Subdivider shall enter into an agreement with City, secured by an approved
improvement security to insure the performance of said work pursuant to the requirements of Title 18 of the
Chula Vista Municipal Code, agreeing to install and complete, free of liens at Subdivider's own expense, all of
the public improvements and/or land development work required in said subdivision within a definite period of
time prescribed by said Council, and

WHEREAS, Subdivider is willing in consideration of the approval and recordation of said map by the Council,
to enter into this agreement wherein it is provided that Subdivider will install and complete, at Subdivider's own
expense, all the public improvement work required by City in connection with the proposed subdivision and will
deliver to City improvement securities as approved by the City Attorney, and

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WHEREAS, a tentative map of said subdivision has heretofore been approved, subject to certain requirements and conditions, as contained in Resolution No. _____, approved on the _____ day of _____, 200____ ("Tentative Map Resolution"); and

WHEREAS, complete plans and specifications for the construction, installation and completion of said public improvement work have been prepared and submitted to the City Engineer, as shown on Drawings Nos. _____, on file in the office of the City Engineer, and

WHEREAS, an estimate of the cost of constructing said public improvements according to said plans and specifications has been submitted and approved by the City in the amount of

NOW, THEREFORE, IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

1. Subdivider, for itself and his successors in interest, an obligation the burden of which encumbers and runs with the land, agrees to comply with all of the terms, conditions and requirements of the Tentative Map Resolution; to do and perform or cause to be done and performed, at its own expense, without cost to City, in a good and workmanlike manner, under the direction and to the satisfaction and approval of the City Engineer, all of the public improvement and/or land development work required to be done in and adjoining said subdivision ("Improvement Work"); and will furnish the necessary materials therefore, all in strict conformity and in accordance with the plans and specifications, which documents have heretofore been filed in the Office of the City Engineer and by this reference are incorporated herein and made a part hereof.

2. It is expressly understood and agreed that all monuments have been or will be installed within thirty (30) days after the completion and acceptance of the Improvement Work, and that Subdivider has installed or will install temporary street name signs if permanent street name signs have not been installed.

3. It is expressly understood and agreed that Subdivider will cause all necessary materials to be furnished and all Improvement Work required under the provisions of this contract to be done on or before the anniversary date of Council approval of the Subdivision Improvement Agreement.

4. It is understood and agreed that Subdivider will perform said Improvement Work as set forth hereinabove, or that portion of said Improvement Work serving any buildings or structures ready for occupancy in said subdivision, prior to the issuance of any certificate of clearance for utility connections for said buildings or structures in said subdivision, and such certificate shall not be issued until the City Engineer has certified in writing the completion of said public improvements or the portion thereof serving said building or structures approved by the City; provided, however, that the improvement security shall not be required to cover the provisions of this paragraph.

5. It is expressly understood and agreed to by Subdivider that, in the performance of said Improvement Work, Subdivider will conform to and abide by all of the provisions of the ordinances of the City of Chula Vista, and the laws of the State of California applicable to said work.

6. Subdivider further agrees to furnish and deliver to the City of Chula Vista, simultaneously with the execution of this agreement, an approved improvement security from a sufficient surety, whose sufficiency has been approved by the City in the sum of _____ which security shall guarantee the faithful performance of this contract by Subdivider and is attached hereto, marked Exhibit "A" and made a part hereof.

7. Subdivider further agrees to furnish and deliver to the City of Chula Vista simultaneously with the execution of this agreement, an approved improvement security from a sufficient surety, whose sufficiency has been approved by the City in the sum of _____ to secure the payment of material and labor in connection with the installation of said public improvements, which security is attached hereto, marked Exhibit "B" and made a part hereof and the bond amounts as contained in Exhibit "B", and made a part hereof.

8. Subdivider further agrees to furnish and deliver to the City of Chula Vista, simultaneously with the execution of this agreement, an approved improvement security from a sufficient surety, whose sufficiency has been approved by the City in the sum of _____ to secure the installation of monuments, which security is attached hereto, marked Exhibit "C" and made a part hereof.

9. It is further agreed that if the Improvement Work is not completed within the time agreed herein, the sums provided by said improvement securities may be used by City for the completion of the Improvement Work within said subdivision in accordance with such specifications herein contained or referred, or at the option of the City, as are approved by the City Council at the time of engaging the work to be performed. Upon certification of completion by the City Engineer and acceptance of said work by City, and after certification by the Director of Finance that all costs hereof are fully paid, the whole amount, or any part thereof not required for payment thereof, may be released to Subdivider or its successors in interest, pursuant to the terms of the improvement security. Subdivider agrees to pay to the City any difference between the total costs incurred to perform the work, including design and administration of construction (including a reasonable allocation of overhead), and any proceeds from the improvement security.

10. It is also expressly agreed and understood by the parties hereto that in no case will the City of Chula Vista, or any department, board or officer thereof, be liable for any portion of the costs and expenses of the work aforesaid, nor shall any officer, his sureties or bondsmen, be liable for the payment of any sum or sums for said work or any materials furnished therefore, except to the limits established by the approved improvement security in accordance with the requirements of the State Subdivision Map Act and the provisions of Title 18 of the Chula Vista Municipal Code.

11. It is further understood and agreed by Subdivider that any engineering costs (including plan checking, inspection, materials furnished and other incidental expenses) incurred by City in connection with the approval of the Improvement Work plans and installation of Improvement Work hereinabove provided for, and the cost of street signs and street trees as required by City and approved by the City Engineer shall be paid by Subdivider, and that Subdivider shall deposit, prior to recordation of the Final Map, with City a sum of money sufficient to cover said cost.

12. It is understood and agreed that until such time as all Improvement Work is fully completed and accepted by City, Subdivider will be responsible for the care, maintenance of, and any damage to, the streets, alleys, easements, water and sewer lines within the proposed subdivision. It is further understood and agreed that Subdivider shall guarantee all public improvements for a period of one year from date of final acceptance and correct any and all defects or deficiencies arising during said period as a result of the acts or omission of Subdivider, its agents or employees in the performance of this agreement, and that upon acceptance of the work by City, Subdivider shall grant to City, by appropriate conveyance, the public improvements constructed pursuant to this agreement; provided, however, that said acceptance shall not constitute a waiver of defects by City as set forth hereinabove.

13. It is understood and agreed that City, as indemnity, or any officer or employee thereof, shall not be liable for any injury to person or property occasioned by reason of the acts or omissions of Subdivider, its agents or employees, or indemnity, related to this agreement. Subdivider further agrees to protect and hold the City, its officers and employees, harmless from any and all claims, demands, causes of action, liability or loss of any sort, because of or arising out of acts or omissions of Subdivider, its agents or employees, or indemnity, related to this agreement; provided, however, that the approved improvement security shall not be required to cover the provisions of this paragraph. Such indemnification and agreement to hold harmless shall extend to damages to adjacent or downstream properties or the taking of property from owners of such adjacent or downstream properties as a result of the construction of said subdivision and the public improvements as provided herein. It shall also extend to damages resulting from diversion of waters, change in the volume of flow, modification of the velocity of the water, erosion or siltation, or the modification of the point of discharge as the result of the construction and maintenance of drainage systems. The approval of plans providing for any or all of these conditions shall not constitute the assumption by City of any responsibility for such damage or taking, nor shall City, by said approval, be an insurer or surety for the construction of the subdivision pursuant to said approved improvement plans. The provisions of this paragraph shall become effective upon the execution of this

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agreement and shall remain in full force and effect for ten (10) years following the acceptance by the City of the improvements.

14. Subdivider agrees to defend, indemnify, and hold harmless the City or its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning a subdivision, which action is brought within the time period provided for in Section 66499.37 of the Government Code of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove set forth.

THE CITY OF CHULA VISTA

SUBDIVIDER:

Mayor of the City of Chula Vista

ATTEST _____
City Clerk

Approved as to form by

City Attorney

(Attach Notary Acknowledgment)

LIST OF EXHIBITS

Exhibit "A" Improvement Security - Faithful Performance

Form:

Amount:

Exhibit "B" Improvement Security - Material and Labor:

Form:

Amount:

Exhibit "C" Improvement Security - Monuments:

Form:

Amount:

Securities approved as to form and amount by

City Attorney

Improvement Completion Date:

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B. Developer is the owner of the Property.

C. Developer has applied for and the City has approved a Tentative Subdivision Map commonly referred to as _____, Tract _____ ("Tentative Subdivision Map") for the subdivision of the Property.

D. The City has adopted Resolution No. _____ ("Resolution") pursuant to which it has approved the Tentative Subdivision Map subject to certain conditions as more particularly described in the Resolution. The description of the conditions in this recital section of this Agreement is intended only to summarize and paraphrase such conditions in the Resolution, and is not intended herein to modify or explain them, and is not intended as a basis for interpreting them.

E. Condition No. ___ and ___ of the Resolution requires Developer to...

F. Condition No. ___ of the Resolution requires Developer to...

G. Condition No. ___ of the Resolution requires the Developer to...

H. City is willing, on the premises, security, terms and conditions herein contained to approve the final map for which Developer has applied as being in substantial conformance with the Tentative Subdivision Map described in this Agreement.

NOW, THEREFORE, in exchange for the mutual covenants, terms and conditions herein contained, the parties agree as set forth below.

1. Agreement Applicable to Subsequent Owners.

1.1 **Agreement Binding Upon Successors.** This Agreement shall be binding upon and inure to the benefit of the successors, assigns and interests of the parties as to any or all of the Property until released by the mutual consent of the parties.

1.2 **Agreement Runs with the Land.** The burden of the covenants contained in this Agreement ("Burden") is for the benefit of the Property and the City, its successors and assigns and any successor in interest thereto. City is deemed the beneficiary of such covenants for and in its own right and for the purposes of protecting the interest of the community and other parties public or private, in whose favor and for whose benefit of such covenants running with the land have been provided without regard to whether City has been, remained or are owners of any particular land or interest therein. If such covenants are breached, the City shall have the right to exercise all rights and remedies and to maintain any actions or suits at law or in equity or other proper proceedings to enforce the curing of such breach to which it or any other beneficiaries of this agreement and the covenants may be entitled.

a. **Developer Release on Guest Builder Assignments.** If Developer assigns any portion of the Project, Developer may have the right to obtain a release of any of Developer's obligations under this Agreement, provided Developer obtains the prior written consent of the City to such release. Such assignment shall, however, be subject to this Agreement and the Burden of this Agreement shall remain a covenant running with the land. The City shall not withhold its consent to any such request for a release so long as the assignee acknowledges that the Burden of the Agreement runs with the land, assumes the obligations of the Developer under this Agreement, and demonstrates, to the reasonable satisfaction of the City, its ability to perform its obligations under this Agreement as it relates to the portion of the Project which is being acquired by the Assignee.

b. **Partial Release of Developer's Assignees.** If Developer assigns any portion of the Project subject to the Burden of this Agreement, upon request by the Developer or its assignee, the City shall release the assignee of the Burden of this Agreement as to such assigned portion if such portion has complied with the requirements of this Agreement and such partial release will not, in the opinion of the City, jeopardize the likelihood that the remainder of the Burden will not be completed.

2. **Condition No. ____ - (Title of Condition).** In satisfaction of Condition No. ____ of the Resolution, Developer

3. **Condition No. ____ - (Title of Condition).** In satisfaction of Condition No. ____ of the Resolution, Developer

**SEE ATTACHED SCHEDULE 1 FOR COMMON CONDITIONS FOUND
IN SUBDIVISION MAP APPROVALS**

4. **Satisfaction of Conditions.** City agrees that the execution of this Agreement constitutes satisfaction of Developer's obligation of Conditions ____, ____, ____, ____, of the Resolution.

5. **Recording.** This Agreement, or an abstract hereof prepared by either or both parties, may be recorded by either party.

6. **Miscellaneous.**

6.1 **Notices.** Unless otherwise provided in this Agreement or by law, any and all notices required or permitted by this Agreement or by law to be served on or delivered to either party shall be in writing and shall be deemed duly served, delivered, and received when personally delivered to the party to whom it is directed, or in lieu thereof, when three (3) business days have elapsed following deposit in the U.S. mail, certified or registered mail, return receipt requested, first-class postage prepaid, addressed to the address indicated in this Agreement. A party may change such address for the purpose of this paragraph by giving written notice of such change to the other party. Facsimile transmission shall constitute personal delivery.

CITY OF CHULA VISTA
276 Fourth Avenue
Chula Vista, CA. 91910
Attn: Director of Public Works

Developer:

Attn: _____

A party may change such address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph. Facsimile transmission shall constitute personal delivery.

6.2 **Captions.** Captions in this Agreement are inserted for convenience of reference and do not define, describe or limit the scope or intent of this Agreement or any of its terms.

6.3 **Entire Agreement.** This Agreement contains the entire agreement between the parties regarding the subject matter hereof. Any prior oral or written representations, agreements, understandings, and/or statements shall be of no force and effect. This Agreement is not intended to supersede or amend any other agreement between the parties unless expressly noted.

6.4 **Preparation of Agreement.** No inference, assumption or presumption shall be drawn from the fact that a party or his attorney prepared and/or drafted this Agreement. It shall be conclusively presumed that both parties participated equally in the preparation and/or drafting this Agreement.

6.5 **Recitals; Exhibits.** Any recitals set forth above are incorporated by reference into this Agreement.

6.6 **Attorneys' Fees.** If either party commences litigation for the judicial interpretation, reformation, enforcement or rescission hereof, the prevailing party will be entitled to a judgment against the other for an amount equal to reasonable attorney's fees and court costs incurred. The "prevailing party" shall be deemed to be the party who is awarded substantially the relief sought.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first hereinabove set forth.

CITY OF CHULA VISTA

DEVELOPER:

By:

Mayor

[Name]

Attest: _____

[Title]

(See Section 5-300), City Clerk

By:

Approved as to Form:

[Name]

(See Section 5-300), City Attorney

[Title]

Attach Notary Acknowledgment)

EXHIBIT "A"

Property Description

[To Be Attached]

COMMON CONDITIONS FOUND IN SUBDIVISION MAP APPROVALS

1. **Condition No. ___ - No Protest of Maintenance District or Assessment District.** In satisfaction of Condition No. ___ of the Resolution, Developer hereby agrees not to protest the formation of a maintenance district for the maintenance of _____ and not to protest the formation of and inclusion of the Property in an assessment district for the maintenance of _____. This agreement to not protest the inclusion of these public improvements shall not be deemed a waiver of the right to challenge the amount of any assessment which may be imposed due to the addition of these new improvements and shall not interfere with the right of any person to vote in a secret ballot election.

2. **Condition No. ___ - No Protest of Formation of Community Facility District.** In satisfaction of Condition No. ___ of the Resolution, Developer hereby agrees not to protest the formation of and inclusion of the Property in a community facility district to finance _____. This agreement to not protest the inclusion of these public improvements shall not be deemed a waiver of the right to challenge the amount of any assessment which may be imposed due to the addition of these new improvements and shall not interfere with the right of any person to vote in a secret ballot election.

3. **Condition No. ___ - Subdivision Map Indemnity.** In satisfaction of Condition No. ___ of the Resolution, the Developer agrees that, on the condition that City shall promptly notify the Developer of any claim, action or proceeding and on the further condition that the City fully cooperates in the defense, the Developer shall defend, indemnify, and hold harmless the City, and its agents, officers and employees, from any claim, action or proceeding against the City, or its agents, officers or employees, to attack, set aside, void or annul any approval by the City, including approvals by its Planning Commission, City Council, or any approval by its agents, officers, or employees with regard to this Project.

4. **Condition No. ___ - Cable Television Easements.** In satisfaction of Condition No. ___ of the Resolution, the Developer agrees to permit all cable television companies franchised by the City of Chula Vista equal opportunity to place conduit to and provide cable television service for each lot or unit within the Project. Developer further agrees to grant, by license or easement, and for the benefit of, and to be enforceable by, the City of Chula Vista, conditional access to cable television conduit within the properties situated within the Project only to those cable television companies franchised by the City of Chula Vista the condition of such grant being that (a) such access is coordinated with Developer's construction schedule so that it does not delay or impede Developer's construction schedule and does not require the trenches to be reopened to accommodate the placement of such conduits; and (b) any such cable company is and remains in compliance with, and promises to remain in compliance with, the terms and conditions of the franchise and with all other rules, regulations, ordinances and procedures regulating and affecting the operation of cable television companies as same may have been, or may from time to time be, issued by the City of Chula Vista. Developer hereby conveys to the City of Chula Vista the authority to enforce said covenant by such remedies as the City determines appropriate, including revocation of said grant upon a determination by the City of Chula Vista that they have violated the conditions of the grant.

5. **Condition No. ___ of Resolution No. _____ - Erosion and Drainage Indemnity.** In satisfaction of Condition No. ___ of Resolution No. _____, the Developer agrees that, on the condition that City shall promptly notify the Developer of any claim, action or proceeding, Developer shall defend, indemnify, and hold harmless the City, and its agents, officers and employees, from any claim,

action, or proceeding against the City, or its agents, officers or employees, related to erosion, siltation or increased flow of drainage resulting from the Property. City agrees to reasonably cooperate with Developer in the defense of any such action, claim or proceeding.

6. **Condition No. __ of Resolution No. _____ - Implement previously adopted conditions.** In satisfaction of Condition ____ Developer hereby agrees, unless otherwise conditioned, that Developer shall comply with all unfulfilled conditions of approval of the _____ Tentative Map, Tract ____ established by Resolution No. ____ approved by Council on _____ and shall remain in compliance with and implement the terms, conditions and provisions of _____.

Section 2-605.4

CITY OF CHULA VISTA
OFFERS OF DEDICATION – ACCEPTANCE AND REJECTION

FINAL COPY	OPEN SPACE & PARKS DEDICATION OF FEE INTEREST*	ROADWAY DEDICATIONS
Dedication Language	We hereby Offer to Dedicate an Irrevocable Fee Interest to the City of Chula Vista, a municipal corporation, in Lots <u><list lots></u> for Open Space and Other Public Purposes and Lots <u><list lots></u> for Public Park Purposes, all as shown on this map within this subdivision. <i>(Separate instrument also executed)</i>	We hereby dedicate for public use <u><list street names></u> , all as shown on this map within this subdivision.
Acceptance Language	. . . and has accepted Lots <u><list lots></u> for Open Space and Other Public Purposes and Lots <u><list lots></u> for Public Park Purposes, all as shown on this map within this subdivision. and has accepted on behalf of the Public <u><list street names></u> .
Rejection Language	. . . and has acknowledged on behalf of the City of Chula Vista the Irrevocable Offer(s) of a Dedication of Fee Interest in Lots <u><list lots></u> for Open Space and Other Public Purposes and Lots <u><list lots></u> for Public Park Purposes, all as shown on this map within this subdivision, noting that Section 7050 of the Government Code of the State of California provides that such offers of dedication may be accepted at any future time by the City Council.	. . . and has rejected on behalf of the public <u><list street names></u> , all as shown on this map within this subdivision, noting that Section 66477.2 of the Subdivision Map Act provides that an offer of dedication shall remain open and subject to future acceptance by the City Council. <i>[Section (66577.2) provides that the City Council may, by resolution at a later date, rescind its action]</i>
Separate Instrument	See attached “Grant Deed” for acceptance and “Irrevocable Offer of Dedication of Fee Interest” for acknowledgment. <i>[Separate document executed with final map. City Clerk acknowledges offer under authority to accept deeds or grants to real property per Resolution 15645]</i>	NONE REQUIRED

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FINAL COPY	OPEN SPACE & PARKS DEDICATION OF FEE INTEREST*	ROADWAY DEDICATIONS
Final Map Title Sheet	The Irrevocable Offer of Dedication recorded [DATE] as File No. [###] offered to the City of Chula Vista, a municipal corporation, in Lots <u><list lots></u> for "Open Space and Other Public Purposes" ³ and Lots <u><list lots></u> for "Public Park Purposes" ³ , is not shown on this map because it has been terminated, vacated and abandoned pursuant to Section 7050 of the CA Government Code and Section 8335 of the CA Streets and Highways Code.	The Irrevocable Offer of Dedication for "Street Right of Way" ³ purposes recorded [DATE] as File No. [###] offered to the City of Chula Vista, a municipal corporation, for public purpose <u><list street names></u> , is not shown on this map because it has been terminated pursuant to Section 66477.2(e) of the Subdivision Map Act of the CA Government Code.
City Clerk's Language	. . . and has terminated, vacated and abandoned the Irrevocable Offer of Dedication recorded [DATE] as File No. [###] offered to the City of Chula Vista, a municipal corporation, in Lots <u><list lots></u> for "Open Space and other Public Purposes" ³ and Lots <u><list lots></u> for "Public Park Purposes" ³ , pursuant to Section 7050 of the CA Government Code and Section 8335 of the CA Streets and Highways Code.	. . . and has terminated the Irrevocable Offer of Dedication for "Street Right of Way" ³ purposes recorded [DATE] as file No. [###] offered to the City of Chula Vista, a municipal corporation, for public purpose <u><list street names></u> , pursuant to Section 66477.2(e) of the Subdivision Map Act of the CA Government Code.
Notes	<ol style="list-style-type: none"> 1. Summary vacations shall only be utilized for unaccepted IOD's. 2. No separate resolution is needed if the above termination language is noted on a Final Map. If terminated, vacated, and abandoned by separate document, use separate resolution per Section 7050 of the CA Government code and Section 8335 of the CA Streets and Highways Code rather than on a Final Map. 3, Description of use should be identical to that listed on the IOD being vacated. 	<ol style="list-style-type: none"> 1, No separate resolution is needed if the above termination language is noted on a Final Map. 2. If a street has been previously dedicated in fee to the City, then its vacation is accomplished by separate document. Use a separate resolution for summary vacation per Section 8335 of the CA Streets and Highways Code rather than on a Final Map. 3. Description of use should be identical to that listed on the IOD being vacated.